

# South Carolina Electric & Gas Company Amendments

## One to Contracts for Natural Gas Service on an Interruptible Basis

# COVER SHEET

**NUMBER: 2009 - - G**

**Email:** [chad.burgess@scana.com](mailto:chad.burgess@scana.com)

**DOCKETING INFORMATION** (Check all that apply)☐ **Other:**

| INDUSTRY (Check one)                                 | NATURE OF ACTION (Check all that apply)            |  |  |  |
|--|--|--|--|--|
| <input type="checkbox"/> Electric                    | <input type="checkbox"/> Affidavit                 | <input type="checkbox"/> Letter                            | <input type="checkbox"/> Request                   |  |
| <input type="checkbox"/> Electric/Gas                | <input checked="" type="checkbox"/> Agreement      | <input type="checkbox"/> Memorandum                        | <input type="checkbox"/> Request for Certification |  |
| <input type="checkbox"/> Electric/Telecommunications | <input type="checkbox"/> Answer                    | <input type="checkbox"/> Motion                            | <input type="checkbox"/> Request for Investigation |  |
| <input type="checkbox"/> Electric/Water              | <input type="checkbox"/> Appellate Review          | <input type="checkbox"/> Objection                         | <input type="checkbox"/> Resale Agreement          |  |
| <input type="checkbox"/> Electric/Water/Telecom.     | <input type="checkbox"/> Application               | <input type="checkbox"/> Petition                          | <input type="checkbox"/> Resale Amendment          |  |
| <input type="checkbox"/> Electric/Water/Sewer        | <input type="checkbox"/> Brief                     | <input type="checkbox"/> Petition for Reconsideration      | <input type="checkbox"/> Reservation Letter        |  |
| <input checked="" type="checkbox"/> Gas              | <input type="checkbox"/> Certificate               | <input type="checkbox"/> Petition for Rulemaking           | <input type="checkbox"/> Response                  |  |
| <input type="checkbox"/> Railroad                    | <input type="checkbox"/> Comments                  | <input type="checkbox"/> Petition for Rule to Show Cause   | <input type="checkbox"/> Response to Discovery     |  |
| <input type="checkbox"/> Sewer                       | <input type="checkbox"/> Complaint                 | <input type="checkbox"/> Petition to Intervene             | <input type="checkbox"/> Return to Petition        |  |
| <input type="checkbox"/> Telecommunications          | <input type="checkbox"/> Consent Order             | <input type="checkbox"/> Petition to Intervene Out of Time | <input type="checkbox"/> Stipulation               |  |
| <input type="checkbox"/> Transportation              | <input type="checkbox"/> Discovery                 | <input type="checkbox"/> Prefiled Testimony                | <input type="checkbox"/> Subpoena                  |  |
| <input type="checkbox"/> Water                       | <input type="checkbox"/> Exhibit                   | <input type="checkbox"/> Promotion                         | <input type="checkbox"/> Tariff                    |  |
| <input type="checkbox"/> Water/Sewer                 | <input type="checkbox"/> Expedited Consideration   | <input type="checkbox"/> Proposed Order                    | <input type="checkbox"/> Other:                    |  |
| <input type="checkbox"/> Administrative Matter       | <input type="checkbox"/> Interconnection Agreement | <input type="checkbox"/> Protest                           |  |  |
| <input type="checkbox"/> Other:                      | <input type="checkbox"/> Interconnection Amendment | <input type="checkbox"/> Publisher's Affidavit             |  |  |
|  | <input type="checkbox"/> Late-Filed Exhibit        | <input type="checkbox"/> Report                            |  |  |

K. Chad Burgess  
Senior Counsel

chad.burgess@scana.com



February 13, 2009

**VIA ELECTRONIC FILING**

The Honorable Charles Terreni  
Chief Clerk/Administrator  
**Public Service Commission of South Carolina**  
101 Executive Center Drive (29210)  
Post Office Drawer 11649  
Columbia, South Carolina 29211

RE: Amendment One to Service Agreement and Transportation Agreement between South Carolina Electric & Gas Company and Bon Secours – St. Francis Xavier Hospital.

Dear Mr. Terreni:

Enclosed for filing only is amendment one to service agreement for natural gas on an interruptible basis and a transportation agreement between South Carolina Electric & Gas Company and Bon Secours – St. Francis Xavier Hospital.

By copy of this letter, we are providing counsel for the South Carolina Office of Regulatory Staff with a copy of the enclosed documents for its records.

If you have any questions, please advise.

Very truly yours,

K. Chad Burgess

KCB/mcs  
Enclosures

cc: Shannon Bowyer Hudson, Esquire (Via Hand Delivery w/Enclosure)

AMENDMENT ONE TO SERVICE AGREEMENT

This Amendment One, made and entered into this 15 day of Jan 2009, by and between SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns, hereinafter called "Seller", and BON SECOURS - ST. FRANCIS XAVIER HOSPITAL, its successors and assigns, hereinafter called "Buyer".

WITNESSETH

WHEREAS, Buyer purchases natural gas from Seller's system supply under the terms of a Service Agreement dated June 24, 1996, and

WHEREAS, Buyer and Seller have agreed to amend the Service Agreement between Buyer and Seller to incorporate creditworthiness language and assignment language.

NOW THEREFORE, in consideration of these covenants and agreements set forth to be kept and performed by the parties hereto, it is mutually agreed as follows:

A. This Amendment One shall become effective on December 1, 2008.

B. Paragraph 12. CREDITWORTHINESS is added as follows:

12. CREDITWORTHINESS

Seller, in order to satisfy itself of the ability of the Buyer to meet its obligations under the contract, may conduct periodic reasonable credit reviews in accordance with standard commercial practices. Buyer agrees to assist in these reviews by providing financial information and at the request of the Seller, will maintain such credit support or surety including but not limited to, an unconditional and irrevocable letter of credit to provide adequate security for protection against the risk of nonpayment.

C. Paragraph 13. ASSIGNMENT is added as follows:

13. ASSIGNMENT

Customer shall not assign this Agreement or its rights hereunder without the prior written consent of the Company, which consent may be withheld in the exercise of its sole discretion.

D. The term of this Amendment One shall be the same as the term of the Service Agreement currently in effect.

- E. No other provisions of the Service Agreement between Seller and Buyer are altered by this Amendment One.

IN WITNESS WHEREOF, this Amendment One to Service Agreement has been executed on the date first above written by the parties hereto, by their officers or other representatives.

BON SECOURS - ST. FRANCIS XAVIER  
HOSPITAL

Buyer

*Allen D. Carroll*

By

*CEO BSX*

Title

*Carol Holt*

Witness

*1-15-09*

Date

SOUTH CAROLINA ELECTRIC & GAS  
COMPANY

Seller

*Martin K. Phalen*

By Martin K. Phalen

VICE PRESIDENT - GAS OPERATIONS

Title

*Quincy S. Knott*

Witness

*1-29-09*

Date

APPROVED AS TO FORM

*STE*  
COUNSEL  
DATE *12-29-08*

AMENDMENT ONE TO TRANSPORTATION AGREEMENT

This Amendment One, made and entered into this 15 day of JAN 2009, ~~2008~~, by and between SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns, hereinafter called "Seller", and BON-SECOURS - ST. FRANCIS XAVIER HOSPITAL, its successors and assigns, hereinafter called "Buyer".

WITNESSETH

WHEREAS, Seller provides transportation service to Buyer under the terms of a Transportation Agreement dated June 24, 1996, and

WHEREAS, Buyer and Seller have agreed to amend the Transportation Agreement between Buyer and Seller to incorporate creditworthiness language and assignment language.

NOW THEREFORE, in consideration of these covenants and agreements set forth to be kept and performed by the parties hereto, it is mutually agreed as follows:

A. This Amendment One shall become effective on December 1, 2008.

B. Paragraph 15. CREDITWORTHINESS is added as follows:

15. CREDITWORTHINESS

Seller, in order to satisfy itself of the ability of the Buyer to meet its obligations under the contract, may conduct periodic reasonable credit reviews in accordance with standard commercial practices. Buyer agrees to assist in these reviews by providing financial information and at the request of the Seller, will maintain such credit support or surety including but not limited to, an unconditional and irrevocable letter of credit to provide adequate security for protection against the risk of nonpayment.

C. Paragraph 16. ASSIGNMENT is added as follows:

16. ASSIGNMENT

Customer shall not assign this Agreement or its rights hereunder without the prior written consent of the Company, which consent may be withheld in the exercise of its sole discretion.

D. The term of this Amendment One shall be the same as the term of the Transportation Agreement currently in effect.

- E. No other provisions of the Transportation Agreement between Seller and Buyer are altered by this Amendment One.

IN WITNESS WHEREOF, this Amendment One to Transportation Agreement has been executed on the date first above written by the parties hereto, by their officers or other representatives.

BON-SECOURS - ST. FRANCIS XAVIER  
HOSPITAL

Buyer

*Allen D. Carroll*

By

*CEO BSSF*

Title

*Carol Holt*

Witness

*1-15-09*

Date

SOUTH CAROLINA ELECTRIC & GAS  
COMPANY

Seller

*Martin K. Phalen*

By Martin K. Phalen

VICE PRESIDENT - GAS OPERATIONS

Title

*Spencer D. Krato*

Witness

*1-29-09*

Date

APPROVED AS TO FORM  
*DTE*  
COUNSEL  
DATE *12-29-08*